

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

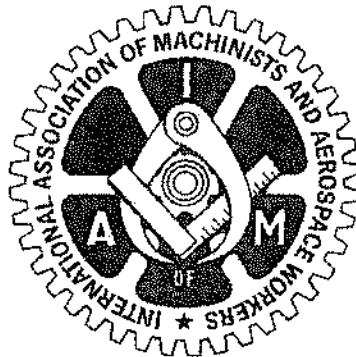
**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS AFL-CIO**

**LOCAL LODGE 2282  
MCAS, YUMA, ARIZONA**

**&**

**LOCAL LODGE 1125, District Lodge 725  
MCAS MIRAMAR, SAN DIEGO, CALIFORNIA**



**C-12 Program**

**Effective May 10, 2013 to May 9, 2016**

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## **PREAMBLE**

This Agreement is made and entered into this **13<sup>th</sup> day of May, 2013** by and between \_\_\_\_\_ (hereinafter referred to as the Company), and the **International Association of Machinists and Aerospace Workers, Local Lodge 2282 and Local Lodge 1125 of District Lodge 725** (hereafter referred to as the Union).

It is understood wherever in this Agreement the masculine gender is used, it shall be recognized as referring to both males and females.

## **ARTICLE 01.00 INTENT AND PURPOSE**

- 01.01** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the government contract covered by this Agreement.
- 01.02** It is the intent of the parties to provide for the efficiency of the operations and maximum production of the employees under methods, which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.
- 01.03** It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.
- 01.04** The Union recognizes that the Company is a contractor to the U.S. **MARINE CORPS** and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a Government contractor. The Union and the Company agree to comply with the requirements that the U.S. MARINE CORPS may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

## ARTICLE 02.00 MANAGEMENT RIGHTS

- 02.01** The Company shall retain the exclusive authority, rights and powers to manage its business and direct the workforce. Such authority, rights and powers include, but not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules, the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business or any part thereof, to discontinue its business in whole or in part; to sell or dispose of any part of the business, to introduce new or changed methods; to determine the means of service or production; and to otherwise manage the operations and direct the workforce.
- 02.02** Except as expressly modified by a specific provision of this Agreement or except as such rights are specifically relinquished herein, all rights, powers or authority, which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to create any implied limitation on the Company's authority, rights or powers.

## ARTICLE 03.00 UNION RECOGNITION

- 03.01** The Company recognizes the Union certified by the National Labor Relations Board in case no. 28-RC-6237 and 21-RC-20935 as the exclusive representative of all Production and Maintenance employees as follows:
- a. Included: All full-time and regular part-time aircraft mechanics, workers and leadmen employed by the Company at its Marine Corps Air Station, Yuma, Arizona and MCAS Miramar, San Diego, California facilities. The Company reserves the right at its sole discretion to select the lead employee at each site.
  - b. Excluded: All other employees, office clericals, guards and supervisors as defined in the act.
- 03.02** The Company acknowledges the Union's rights specially designated by the terms of this Agreement, as the employees representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company to support its efforts to assure a fair days work by each employee, to cooperate in combating any practices which decrease efficiency, and to maintain standards of quality and service.



**03.03 Union Bulletin Boards.** The Company will provide one (1) Union bulletin (or part of a bulletin board) board for the Union to post official business of the Union. Legitimate Union notices are defined as:

- a. Meeting notices
- b. Official Union election results
- c. Notices of Union appointments
- d. Union social events
- e. All notices not listed above must be approved by Management.

**03.04** Additions to the work force, in accordance with Article 03.01 (to include new or revised classifications), will become bargaining unit employees.

#### **ARTICLE 04.00 SHOP STEWARDS**

**04.01** The Company agrees and it is hereby understood that the Union shall designate and the Company shall recognize one (1) Shop Steward and one (1) alternate Shop Steward. The Union shall notify the Company in writing on Union letterhead of the individuals so selected. The alternate Shop Steward shall act in the capacity of the Shop Steward in the event the Shop Steward is absent from the facility. If more than one location or shift is established, the Union is entitled to one (1) additional Shop Steward. If more than one Steward is agreed to by the parties, the Union shall designate one (1) of the existing Shop Stewards as the Chief Shop Steward.

**04.02** Subject to other provisions of this Agreement, reasonable and necessary time off from work during straight time work hours shall be authorized without loss of pay or benefits to permit the Steward to carry out his responsibilities under the grievance procedure to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonably interfere with the assigned work duties of the Steward or the employee involved. The Union will ensure that the Steward engages only in those activities, which are authorized by this Agreement. Instances of alleged abuse or misuse of time by the Steward, shall be brought to the attention of the Union, who shall take the action necessary to correct the problem.

**04.03** Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's official work assignment shall be arranged in a manner to minimize interruption of work flow.

When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Steward shall request permission to leave his/her work assignment from his/her supervisor. The supervisor's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time, which shall be no later than the end of the employee's next work day, at which time the Steward can contact the employee.

**04.04** The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b. To investigate an alleged grievance or a grievance of record before presentation to his supervisor.
- c. To present a complaint or a grievance to the employee's supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with the supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation. If requested, his Steward shall be provided.

**04.05** Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the Supervisor or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Representatives of the Union may be escorted by a Company Representative at all times they are on Company premises.

**04.06** It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official



capacity or to serve on any Union committee, except as provided in the Agreement.

- 04.07** The Shop Steward shall be empowered to adjust employee grievances occurring under his/her jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement.

#### **ARTICLE 05.00 UNION SECURITY / AGENCY SHOP**

- 05.01** All employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- 05.02** All employees within the bargaining unit on the effective date of this agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal to the amount of monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become Union members, or having become do not remain Union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing a month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.
- 05.03** Employees who are Union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union. Employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-Laws of the Union, but not both.
- 05.04** Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay an amount necessary to satisfy the financial obligation to the Union for dues or agency fees during the period provided for in said authorization. Deductions shall be made from the first pay of

the employee after receipt of the authorization and monthly thereafter from the first pay of the employee in each month.

**05.05** Deductions provided in Section 05.04 shall be remitted to the **District Lodge #725/LL2282** no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish **District Lodge #725/LL2282** monthly, with a **dated** record indicating payroll ending date and names of those for whom deductions have been made and the amounts of the deduction, and the names of those employees from whom deductions were not made and the reasons they were not made.

**05.06** The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits, or forms of liability that shall arise out of or by reason of action taken, or not taken, by the Company for the purpose of complying with any provisions of this article.

**05.07** When an employee on dues payroll deduction is not on the payroll during the week in which the deduction is made or has no earnings or insufficient earnings or is on a leave of absence, the employee must make arrangements with the Local Lodge to pay his dues. Failure to do so may result in the employee having two (2) or more months dues deducted from the next paycheck.

**05.08** Employees may handle the matter of payment of Union dues and fees directly with the Union.

#### **ARTICLE 06.00 NON-BARGAINING UNIT PERSONNEL**

**06.01** Non-bargaining unit personnel may temporarily perform the work of or with unit employees, provided such work does not result in layoff, reduction of hours or earning opportunities or benefits. Such temporary work may be performed under the following conditions:

- a. For the purpose of instructing and training employees.
- b. Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances, which would require immediate action.
- c. Up to two (2) hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification.



- d. Supervisor may perform Bargaining Unit work when a temporary increase in workload or employee absences may cause the work schedule to be delayed, causing operational problems.
- e. Lack of necessary skills required to complete a specific task.

#### **ARTICLE 07.00 SENIORITY**

- 07.01** Seniority, on the date of contract ratification, will be established as the employee's date of hire that is continuous service with the Company working on the C-12 program in the bargaining unit. Any employee hired after ratification of this agreement will have their seniority date established as their date of hire on the C-12 Program at MCAS Miramar, San Diego, CA, and **MCAS Yuma, Arizona**. Employees transferring into this contract and into the bargaining unit from another Company location, will retain their Company service date of hire for vacation and fringe benefits, but would establish their seniority date, for all other purposes, as their date of hire on the C-12 Program at MCAS Miramar, San Diego, CA and **MCAS Yuma, Arizona**.
- 07.02** The Company will apply qualifications and seniority in its everyday operation relating to promotion, transfer, bidding, overtime, layoff and recall and other terms and conditions of employment of the bargaining unit.
- 07.03** Employees, who work in a lower rated classification on a temporary basis, will continue to be compensated at the wage rate of their higher rated classification. Employees, who perform work in a higher classification for any portion of the shift, will be paid the highest wage rate for time worked in the higher classification.
- 07.04** A new employee shall be in a probationary status until they have completed ninety (90) days from the last date of hire. During the first ninety (90) day period, the Company may transfer, layoff or discharge such employee at will and such action shall not be reviewable through the grievance procedure. After ninety (90) days, the employee will be placed on the seniority roster and his seniority date will revert to the hire date referenced above. Seniority order for employees with common hire dates will be determined by the social security number with the highest last four digits being the most senior.
- 07.05** Loss of seniority will result under the following:
- a. Resignation or quit;
  - b. Retirement;

- c. Discharge for cause;
- d. Failure to return from leave granted with a Leave of Absence;
- e. Layoff in excess of twelve (12) months;
- f. Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification within forty eight (48) hours after the receipt of such recall notice, and of the employee's return to work within fourteen (14) calendar days following the receipt of such notice;
- g. Transferred or promoted out of the bargaining unit in excess of ninety (90) calendar days;
- h. Absence from work for three (3) consecutive working days with no contact with the Company, unless excused by the Company;
- i. Acceptance of employment with another employer while on an approved leave of absence;
- j. Employees absent from work due to a workers' compensation claim in excess of twelve (12) months.

**07.06** The Company will post a seniority list at least once every twelve (12) months (once a year). The list will show each employee's name, hire date and classification. Any protest must be filed within ten (10) days of such posting. This provision will not prohibit the Union from requesting seniority lists more frequently than once per year.

**07.07** When reducing the workforce, the Company will layoff in reverse order of seniority. The most junior is laid off first. The last employee laid off will be the first recalled.

**07.08** The Company will notify the Union and the employees affected of pending layoffs at least five (5) work days prior to layoff or five (5) days pay, if not possible to do so. Affected employees will be given a layoff notice and will be responsible for notifying the Company of their current address or any address change.

**07.09** The Company and Union may mutually agree on seniority dates for individual employees because of unique and special circumstances.

**07.10** The lead employee may be returned to the bargaining unit, seniority permitting, to the last classification held in the bargaining unit prior to becoming the lead.

**07.11** In the event of a layoff under this collective bargaining agreement, the employees will have preferential hiring rights with L-3 Vertex in San Diego



County and Yuma County for a period of 2 years. The employees will retain their time in service.

#### **ARTICLE 08.00 PROMOTIONS / BIDDING / TRANSFERS**

- 08.01** A bargaining unit employee who bids and is promoted or transferred and such employee fails to satisfactorily perform the duties of the new job within a period of up to thirty (30) work days, unless extended by mutual written agreement of the parties, the employee will be returned to the classification last held prior to the award of such promotion, provided the classification has not been abolished.
- 08.02** When a bargaining unit job vacancy occurs within the Company at the C-12 Program at MCAS, Yuma, AZ and MCAS, Miramar, CA, the vacancy shall be posted for three (3) work days. The notice will contain:
1. Job title and wage rate.
  2. Qualifications required.
  3. Date and time after which bids will no longer be accepted.
  4. Work schedule.
  5. Effective date.
- 08.03** Bids must be in writing and sent to the Regional Manager's office, who will affix the date and time to validate a timely filing. Bids received after the closing date will not be considered.
- a. Due to the nature of the contractual work to be performed, if available, employees may be brought in from other locations to perform specific short-term assignments at MCAS, Yuma, AZ and MCAS, Miramar, CA, as the need arises, not to exceed forty-five (45) calendar days, so long as there are no employees in the classification on layoff who are qualified to perform the assignments. Such actions shall not cause the layoff of any employee within the classification in the bargaining unit who are qualified to perform the work. The Company will meet with the Union and inform them of the reasons such actions are necessary. If the Union disagrees, the issue may be submitted by the Union to the grievance and arbitration procedure, providing there are qualified employees in the classification on layoff.
- 08.04** The employee awarded the bid will be notified and will report for work on the new bid as of the effective date stated by the Company. The most qualified and

senior employee who bids will be awarded the bid. Bids will be awarded within five (5) work days of the bid closing.

#### **ARTICLE 09.00 LEAVES OF ABSENCE**

**09.01** Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave will be approved. A maximum of two (2) extensions may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- a. Vacation credits are not earned while on a leave of absence under the provisions of this article.
- b. Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

**09.02** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

**09.03** Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period of not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed six (6) months. An employee will be laid off after six (6) months. In the event the employee is released within six (6) months of the date of such layoff and the employee has notified the Company, in writing, of their ability to return to work, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within six (6) months after the date of the layoff, the employee shall be terminated.

- a. The Company will abide by the provisions outlined under the Family Medical Leave Act (FMLA).



**09.04** An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third (3rd) mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a biweekly basis, except in those cases where the employee's physician has provided an expected date of return.
- b. An employee may be returned to restricted duty at the discretion of the Company, provided the Company is able to accommodate said restrictions.

**09.05** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company, not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on such leave at any time.

**09.06** Leaves of absence without pay in workers' compensation injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.

**09.07** An employee who has completed his/her probationary, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and



Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

**09.08** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.

**09.09** When an employee fails to return to work at the expiration of an approved leave of absence, or accepts gainful employment during a leave of absence without the approval of the Company, that employee shall be disciplined up to and including discharge at the option of the Company.

**09.10** Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities up to a two (2) year period and with the opportunity to request extensions. Employees on such leave shall retain seniority. Not more than one employee shall be on such leave at any one time. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.

**09.11** Any member of the Bargaining Unit shall, upon written request, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

**09.12** The granting or disallowance of Personal/Medical Leaves of Absence for employees within the probationary period will be at the discretion of the Company.

#### **ARTICLE 10.00 HOLIDAYS**

**10.01** Holiday pay is eight (8) hours pay, which is payable at the employee's straight time rate of pay. The eight (8) hours pay will be considered as time worked for all purposes of this Agreement. To qualify for holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the



holiday unless excused by Management shall be eligible for pay for such holiday. The following holidays will be observed:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day and the day after Thanksgiving  
Christmas Day and the day before Christmas

- 10.02** Any additional holidays celebrated by the U.S. Marines at MCAS Miramar, San Diego, CA, and Yuma, Arizona will be recognized as unpaid holidays. Employees may take a paid vacation day, or a day without pay, work load permitting.
- 10.03** Any observed holiday stated above that falls on a Saturday or Sunday, will be observed under the same schedule observed by the U.S. MARINES at MCAS Miramar or by the U.S. Marines at MCAS, Yuma, Arizona.
- 10.04** Any employee required to work on any of the above holidays will be paid for hours worked at one and one half times (1 1/2) his normal straight time rate plus eight (8) hours straight time for the holiday.
- 10.05** If one or more of the above holidays occurs while an employee is on an authorized vacation, the employee will receive holiday and vacation pay. Approved vacation under this section will not be used in the computation of daily or weekly overtime. At the request of the employee, the employee may extend their vacation for each holiday that may occur during their authorized vacation in lieu of receiving holiday pay.
- 10.06** In the event of a base closure (i.e. fires, hurricanes, earthquake, etc.) employees will be entitled to eight (8) hours pay per year. This pay will be available each year of the labor agreement and not subject to annual carryover or payout.

#### **ARTICLE 11.00 VACATION**

- 11.01** Each employee covered hereby shall accrue vacation credits as follows:
- a. For vacation purposes, all employees will be entitled to paid vacation which will be based upon years of service on C-12 Contract at MCAS Miramar, San Diego, CA, MCAS Yuma, AZ, or with the Company,

whichever is earlier and each anniversary date thereafter, shall be the reference point for accrual of vacation. Paid vacation entitlement will be as follows:

1. Employees with one (1) year of continuous service shall be entitled to two weeks of vacation per year.
2. Employees with five (5) years of continuous service shall be entitled to three (3) weeks of vacation per year.
3. Employees with fifteen (15) years of continuous and above service shall be entitled to four (4) weeks of vacation per year.

**11.02** For the purpose of determining eligibility for accrued vacation credits, vesting shall be defined as follows:

- a. The employee must complete one (1) year of service before becoming eligible for vacation. Vacation is accrued on a twelve (12) month basis.
- b. The individual employee's anniversary date, as established under 11.01 and each continuous service anniversary date thereafter shall be the reference date for rate of accruing vacation. **Vacation is accrued and vested each payday.**
- c. Vacation taken by the employee is deducted from the employee's **accrued and unused** vacation until such vacation is exhausted.

**11.03** Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation.

**11.04** Employees who are terminated from employment, are laid off or who voluntarily terminate employment after submitting a two (2) week advanced written notice are eligible to receive pay in lieu of vacation for all unused vacation.

- a. Employees who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her vacation pay. At the expiration of the thirty (30) day period the employee will be paid for any vacation time that is owed to the employee at the time of layoff.
- b. Employees who leave the payroll for the following reasons will be paid pro rata vacation pay at the rate of the appropriate vacation benefit as established in this Article for each completed month of credited service: Disability, retirement, entry into the armed forces or death.



**11.05** Vacation must be requested no less than fourteen (14) days in advance and will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employees having the greater seniority shall be given the preference. However, an employee who has requested and had scheduled vacation approved, will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation.

- a. Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum of eight (8) hours per day.
- b. Vacation period of eight (8) hours must be requested a minimum of one (1) day in advance and must be approved.
- c. Employee's request for vacation leave must be approved by the employee's Lead/Supervisor before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work as scheduled, will be subject to appropriate disciplinary action for unexcused absence.
- d. If an employee dies while on the payroll of the Company, vacation pay as provided above shall be paid to the employee's depository bank account.
- e. The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the payroll period immediately preceding the vacation period requested.
- f. Employees may carry over up to one (1) year of accrued unused vacation.
- g. **Employees may request pay in lieu of time off for up to 80 hours of their current vacation balance during the last 2 weeks in November, but no later than December 1 of each year.**

**11.06** It is understood and agreed that employees transferring to the Contract after the date of ratification of the Agreement, shall retain their original date of hire with the Company for the purpose of accrual of vacation credits.

**11.07** Paid days of vacation shall be considered as time worked for the purpose of computing pay of overtime.

**11.08** For the purposes of establishing service, employees transferred from the Bargaining Unit who return to the Bargaining Unit shall receive service credit for such time outside the Bargaining Unit

## ARTICLE 12.00 OVERTIME

**12.01 Section 1:** It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. When such overtime is required, employees involved will be given as much advance notice as practical, but at least thirty (30) minutes notice prior to commencement of the overtime.

**Section 2:** In the event overtime is required on the employee's scheduled days off, the Company will give the employee four (4) hours notice prior to the end of their previous shift, if possible.

**12.02** When the Company determines that overtime work is required, it shall be first offered to the most senior qualified employee at work. Should the employee decline, the next senior employee is offered the overtime. It is understood that this method of asking employees to work overtime is only to start the process. After each employee has worked or been asked to work overtime, then the process allows the Company to draft the most junior employee who is qualified to perform the overtime work.

**12.03** An employee who has not completed his/her probationary period, will not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by the Lead/ Supervisor if the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

**12.04 Section 1:** The overtime rate will be one and one-half (1 1/2) times the employee's standard straight time rate of pay for any work in excess of forty (40) hours in any one workweek.

**Section 2:** If less than forty (40) hours are made available during the employee's regularly scheduled five (5) days workweek, then hours worked on the 6<sup>th</sup> and/or 7<sup>th</sup> day will be at one and one-half (1 1/2) times the straight time hourly rate.

**Section 3: (MCAS Miramar Only) The overtime rate will be one and one half (1 1/2) times the standard straight time rate of pay for any work in excess of eight (8) hours in one workday but less than twelve (12) hours. All hours worked in excess of twelve (12) hours per day will be paid at double time the standard straight time rate of pay.**

All other overtime payments will be in accordance with applicable Federal and State Law.

**12.05 Paid Personal Time** and/or vacation and/or Holiday pay will be counted toward computing the forty (40) hour workweek for overtime.



**12.06** The Company will attempt to schedule overtime so that employees shall not be required to work more than two consecutive Saturdays or Sundays in a row.

**12.07** No provision of the Article shall be construed as a guarantee of any specific hours or overtime hours per week.

#### **ARTICLE 13.00 ABSENCE FROM WORK**

**13.01** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their supervisor.

**13.02** Employees shall not be absent from work without prior permission from their Supervisor, except in cases of illness, injury or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.

**13.03** It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the Company of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be at least thirty (30) minutes prior to the start of the shift.

**13.04** Should an employee not have proper cause for failing to report for work or failing to report on time or for failing to report the reason, therefore as provided herein, such failure shall be considered cause for disciplinary action.

#### **ARTICLE 14.00 HOURS OF WORK**

**14.01** No provision of this Agreement shall be considered as a guarantee of any specified number of hours of work, either per day or per week.

**14.02** Eight (8) consecutive hours, exclusive of a meal period of thirty (30) minutes, shall constitute a normal work shift.

**14.03** The work week for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Saturday and running through the following Friday. The normal work schedule shall be Monday through Friday with two (2) consecutive days off.

**14.04** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day.

**14.05** In the event any employee is required to work beyond any eight (8) hour work day, the affected employee will receive an additional paid fifteen (15) minute break prior to commencing additional work and during each four (4) hour period of additional work.

**14.06** Determination of starting time shall be agreed to by the parties and such starting times shall not be changed without mutual agreement. The starting time of the existing shifts will be as follows:

First Shift: Beginning at or after 4:00 a.m. but before 11:59 a.m.

Second Shift: Beginning at or after 12:00 p.m. (noon) but before 6:00 p.m.

**14.07** Shift Premium: Hourly paid employees assigned to the second shift and covered by this agreement, shall receive a shift differential of fifty cents (\$0.50) per hour.

**14.08** Employees reporting for their regular scheduled work shift shall be provided a minimum of four (4) hours work or pay at their regular rate of pay except in cases where work is unavailable due to acts of God, national emergency or circumstances beyond the control of the Company. If an employee reports and requests to leave work prior to completing the available four (4) hours of work and the supervisor approves such request, the employee will be paid for only for hours actually worked.

**14.09** Employees required to work on an unscheduled basis will be guaranteed four (4) hours work or pay at their regular rate of pay including the appropriate overtime premium.

**14.10 Employees will be paid on a bi-weekly basis.**

#### **ARTICLE 15.00 GOVERNMENT SECURITY / RESPONSIBILITY**

**15.01** The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.



**15.02** The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify or repair such government facilities and equipment, except as contractually directed.

**15.03** Each employee shall be responsible for the reasonable care of the customer and/or Company furnished property or material and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material.

#### **ARTICLE 16.00 NO STRIKE / NO LOCKOUT**

**16.01** It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished by those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- a. The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as the means for the settlement of disputes that may arise between the Parties. However, nothing in this section, or any other section of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no strike - no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company.
- b. The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
- c. Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein. If it is determined under the established grievance/arbitration procedure that such an employee(s) did participate in such an action, in violation of this provision,

the disciplinary action taken shall not be altered. If the decision under the grievance and arbitration procedure is that such an employee or employees did not participate in such acts, the redress shall be as determined by the grievance/arbitration procedure and limited to "making whole" the individual employee involved, if warranted.

- d. In the event of a violation of this article, the Union (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:
  - 1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any such prohibited conduct.
  - 2. Immediately notify all employees in writing that such prohibited conduct is in violation of the Agreement,
  - 3. Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
  - 4. Make every other reasonable effort to have employees cease such acts as prohibited.
- e. The Company agrees that it will not engage in any lockout of employees during the term of the Agreement.
- f. Bargaining unit employees will not be requested or required to cross a sanctioned I.A.M. picket line at any other L-3 Vertex Communications facility. If an employee encounters a picket line, he is required to contact his Supervisor/Manager.

#### ARTICLE 17.00 GROUP INSURANCE

**17.01 The Company will make a Group Insurance Plan available that will include health care, dental care, vision care, term life insurance, accidental death and dismemberment insurance, prescription drug program, a Flexible Spending Account (HCFSA/DCFSA) and EAP. Coverage for employees and insured dependents is defined in the Summary Plan Description (SPD) and tier will remain consistent when selecting coverage.. All employees will be provided a copy of the Summary Plan Descriptions for all Company Provided Benefits. Effective January 1, 2015, Contribution costs for each pay period will be as follows:**



**Health Care: Effective January 1, 2015 Aetna Choice POS II Plan**

COVERAGE CATEGORY	EFFECTIVE 1/1/2014 PREMIUM/PAY PERIOD	EFFECTIVE 1/1/2015 PREMIUM/PAY PERIOD	EFFECTIVE 1/1/2016 PREMIUM/PAY PERIOD
Employee only	Ee Share 20% of increase	\$27.00	Ee Share 20% of increase
Employee and spouse	Ee Share 20% of increase	\$54.00	Ee Share 20% of increase
Employee and child(ren)	Ee Share 20% of increase	\$52.00	Ee Share 20% of increase
Employee and family	Ee Share 20% of increase	\$78.00	Ee Share 20% of increase

**Dental/Vision Care: Effective January 1, 2015, Aetna PPO Dental/VSP Vision. There will be no increase to employee contribution in the out years for any cost increases to the dental or vision plan.**

COVERAGE CATEGORY	DENTAL CARE PREMIUM/PAY PERIOD	VISION CARE PREMIUM/PAY PERIOD
Employee only	\$4.00	\$3.00
Employee and spouse	\$8.50	\$5.00
Employee and child(ren)	\$9.50	\$5.00
Employee and family	\$11.50	\$8.50

In the event of a change in Plan design for the benefits described above, those changes will be incorporated into the Plan. The employee's medical premiums will not be increased except as outlined above.

- 17.02 Medical, dental and vision coverage will be provided the first day of hire and will end the last day of work.**
- 17.03 The Company will make available the Flexible Spending accounts which are Health Care and Dependent Care up to the L-3 approved amounts. The plan is offered through a 3<sup>rd</sup> party vendor chosen by the plan sponsor.**
- 17.04 The Tricare Supplement is administered by a 3rd party vendor chosen by the plan sponsor. This fully employee-paid supplemental insurance is only for those who have Tricare coverage through the Government. Employees pay 100% of the cost on a pretax basis for the Tricare supplemental coverage and assume the responsibility for all increases in cost.**

17.05 At MCAS Yuma, the Company will provide Short Term Disability (STD) Insurance, the coverage at 60% of weekly base earnings, up to a weekly maximum of \$450.00. STD benefits/payments begin on the eighth calendar day of the disability leave and continue for up to 26 weeks. The Company will make available Long-Term Disability (LTD) insurance, with coverage at 60% of monthly base pay with a maximum benefit of \$3,000 per month. Employees pay 100% of the cost on an after-tax basis and LTD benefits begin after 180 days of disability leave. At MCAS Miramar, STD/LTD Benefits will be provided in accordance with California State Law.

17.06 The Company will provide life and accidental death and dismemberment insurance with the coverage amount of \$25,000. Employees may purchase Supplemental Life (including AD&D) and Dependent Life by payroll deduction. The plan will be administered by Marsh at Work (Group Universal Life "GUL"). Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.

17.07 The Company provides an Employee Assistance Plan (EAP) through a 3<sup>rd</sup> party vendor chosen by the plan sponsor.

17.08 Fringe Benefit Rate: Defined as the minimum Employer Contributions towards providing Group Health Insurance, PPT, Military Duty Pay, Bereavement Leave Pay, 401(K), and Retirement Benefits Plan(s) under this agreement. The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime (2080 man-hours per year) by service CBA employees employed on the contract.

17.09 The Company shall pay each employee the difference between the negotiated FBR and the actual costs of benefits annually. Such payments, if any, shall be deposited in to each employee's Savings Plan by June 1 of the following year.

The rate is as follows:

Current Rate (MCAS Miramar): \$8.98  
Current Rate (MCAS Yuma): \$9.06

\$6.45 per hour effective October 1, 2013

\$6.69 per hour effective October 1, 2014

\$6.99 per hour effective October 1, 2015



## **ARTICLE 18.00 RETIREMENT PLAN**

- 18.01** The Company (Employer) shall contribute to the IAM National Pension Fund, National Pension Plan for each hour or portion thereof, for which employees in job classifications covered by this agreement are entitled to receive pay up to forty (40) hours per week, under this agreement:

\$1.25 per hour effective October 1, 2013

\$1.35 per hour effective October 1, 2014

\$1.45 per hour effective October 1, 2015

The Company and IAM & AW LL 2282 and LL 1125 of DL 725 agree to be bound by the Trust Agreement, dated May 1, 1960, as amended creating the IAM National Pension fund and the Plan rules adjusted by the fund Trustees and as may be amended from time to time.

- 18.02** The Company will provide that the L-3 Communications Master Savings Plan shall be made available to those eligible employees covered by this Agreement.

In accordance with provisions of the plan:

a) Employees will be auto-enrolled in the plan immediately upon hire. Employees may elect not to participate in the plan;

b) Employees may contribute from one percent (1%) up to and including twenty five percent (25%) of their qualifying compensation as defined in the plan in increments of one percent (1%);

c) The employee's contribution may be invested in any offered option;

Employees are always fully vested in their pre-tax, after-tax and rollover contributions and investment earnings to these amounts.

d) An employee shall be automatically enrolled at the default contribution level as defined by the plan, unless he elects some other level of participation in accordance with the terms of the plan. The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment.

The Employer shall qualify, re-qualify and amend the L-3 Communications Master Savings Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued

thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the L-3 Communications Master Savings Plan or which are either necessary or desirable in order to qualify the Master Savings Plan under the applicable provisions of the Internal Revenue Code.

Employee's enrollment becomes effective once they elect or default to a deferral percentage, which initiates deductions of contributions from pay. These contributions will generally begin within two pay periods from the time one enrolls, or as soon as administratively possible.

#### **ARTICLE 19.00 UNIFORMS**

- 19.01** Each employee will be required to wear the uniforms designated by the Company. The cost of the initial issue of such required uniforms shall be incurred by the Company.
- 19.02** Each calendar year beginning in the month of October, the Company will provide the employee with up to **two hundred and sixty (\$260.00)** dollars towards the purchase of wash and wear uniforms, cap and jacket. The employee must provide a receipt for items purchased.
- 19.03** The Company will provide up to **ninety dollars (\$90.00)** every year for the purchase of safety shoes. The employee must provide a receipt for the purchase of safety shoes to be reimbursed. An employee may roll over up to **\$90.00** to the next year for the purchase of safety shoes up to **\$180.00**.
- 19.04** IAM&AW logo (up to two and one half inches diameter) may be added to Company uniforms on the sleeve opposite the American Flag. The L-3 Vertex logo shall appear on the left breast side of the shirt.

#### **ARTICLE 20.00 OFF-SITE DETACHMENT**

- 20.01** Selection of an employee to be assigned to off-site assignment shall be done with volunteers first, and then by seniority. The most senior qualified employee is asked first and if he/she declines, the next senior qualified employee is asked, until each employee has had a chance to be asked or assigned to an off-site job.
- 20.02** Bargaining unit employees on temporary detachment assignment performing bargaining unit work retain their rights under the Collective Bargaining Agreement as if working at MCAS, Yuma, AZ or **MCAS, Miramar, CA.**



**20.03** The Company will provide unit employees who are required to travel out of town (greater than 50 miles) on Company business with payment of per diem and costs, per the most current Joint Travel Regulation (JTR). The Company will provide one (1) rental car for every two (2) unit employees or less, on a direct bill basis when possible, who travel out of town on Company business. The Company will reimburse unit employees for out of pocket expenses such as, but not limited to, laundry service and one (1) telephone call home per day up to fifteen (15) minutes per call. The Company will make every effort to reimburse these expenses on a timely basis. Any disagreements, which occur based on this article, are subject to the grievance and arbitration article.

**20.04** Employees traveling in excess of eight (8) hours in one day will be provided three (3) meal allowances for that day.

**20.05** When the Company offers a bargaining unit employee an OCONUS assignment for an unaccompanied DET in excess of 30 days, the Company and Union will meet to negotiate wage issues. The parties will be bound by the no-strike provisions of Article 16. The Employee will retain seniority rights for a period of six (6) months.

**20.06 The Company will reimburse unit employees for out of pocket expenses incurred for parts and/or tools required to complete work at an offsite location.**

#### **ARTICLE 21.00 DISCIPLINARY ACTION**

**21.01** Disciplinary action shall be initiated by the Company only for just and sufficient cause and any penalty imposed shall be consistent with proven offenses. It is agreed and understood by the parties that the concept of disciplinary action is to first correct the offending employee and all discipline imposed shall be consistent with the offense committed. In this regard, where it is reasonable to assume that a letter of reprimand will correct the offending employee, such course of action will be followed by the Employer.

**21.02** No disciplinary action taken more than one (1) year earlier may be used for progressive discipline or introduced into evidence in any Arbitration proceeding. It is further agreed that in order to consider that an employee has been disciplined, he and the Union shall be furnished a duplicate copy of any disciplinary matter inserted in his personnel file.

**21.03** Prior to taking disciplinary action (letter of reprimand, suspension, or discharge) against any employee in the unit, the affected employee will be advised of his/her right to Union representation in the presence of his/her Shop Steward.

- 21.04 Disciplinary action in any form imposed by the Employer shall be subject to the grievance and arbitration procedure.

## ARTICLE 22.00 GRIEVANCE AND ARBITRATION

22.01 It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the immediate Regional Manager and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the Contract section alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties.

22.02 Except for payroll adjustment, no grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than ten (10) working days (thirty working day while on travel) before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

### Step 1.

The employee involved shall first confer with the Lead/Site Manager in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the employee or Steward must file a grievance. Within five (5) work days after receipt of grievance the Lead/Site Manager shall submit a written answer to the affected employee or Steward.

### Step 2.

If the grievance is not settled in STEP 1, the Steward may take the written grievance and submit it to the Company's Regional Manager or designee within five (5) work days of receipt from 1<sup>st</sup> Step answer. The Union and the Company will attempt to settle/resolve the issue. Both the Steward and Company Regional Manager or designee shall either meet in person or by telephone within seven (7) work days. If the issue is not resolved, the Regional Manager or designee has ten (10) days to submit his/her answer, to the Steward.



**Step 3.**

If not settled/resolved at 2<sup>nd</sup> Step, the Union may submit grievance to the Company's C-12 Program Manager or designee within five (5) working days. The Company's C-12 Program Manager or designee and the Union's Business Representative or designee will meet in person or by telephone conference within ten (10) work days and attempt to resolve any grievance. If unable to resolve the grievance, the C-12 Program Manager or designee shall submit a written answer to the Union within five (5) work days.

**Step 4.**

The Union's Business Representative or designee may submit, within ten (10) work days following the Company's Step 3 answer, written notice to the Company Manager of Labor Relations of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The remaining arbitrator after alternating strikes will be the arbitrator. The Union will notify the Arbitrator of his selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement.

The parties may file post-hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party.

The decision of the Arbitrator shall be final and binding on all parties.

In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees of costs of the Arbitrator shall be shared equally by the parties. The Arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be borne by the Arbitrator.

No more than one (1) grievance shall be submitted to the same Arbitrator, unless both parties agree otherwise prior to sending for a list of Arbitrators.

All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties. Failure of the grievant, the Union, or the Company to

meet the time limits will terminate all proceedings and no further action may be taken. The determination of the grievance will be awarded to the timely party.

- 22.03 In no event shall the Company be penalized or in any way be liable for any monetary award or grievance settlement prior to thirty (30) days preceding the date of the filing of the grievance. Any monetary award shall be limited to the actual loss in this thirty (30) day period incurred by the grievance, less such other compensation, including wages, commissions, worker's compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period.

#### **ARTICLE 23.00 PAID PERSONAL TIME (PPT)**

- 23.01 Employees covered by this Agreement will be entitled to **Paid Personal Time (PPT)** of twenty-four (24) hours per year after one (1) year of service; thirty-two (32) hours per year after two (2) years of service; and forty (40) hours per year after three (3) years of continuous service. An employee may accrue up to a maximum of **two hundred (200)** hours of **PPT**.
- 23.02 Employees who are laid off and recalled within twelve (12) months will, upon return to work, be credited with **PPT** equal to the amount accrued at the time of layoff.
- 23.03 **PPT** is not authorized in increments of less than (1) hour. After one hour, an employee can record **PPT** as taken, such as 1.6 hours or 3.4 hours.
- 23.04 In the event of hospitalization or extended illnesses when current paid absence is required to supplement California State Disability Benefits, the **PPT** may be used in increments of four (4) hours only to the extent that said payment does not cause a loss of California State Disability Benefits.
- 23.05 Upon layoff, retirement, or loss of contract to a successor contractor, employees shall be paid for all accrued, unused **PPT** at the employee's regular straight time hourly rate of pay inclusive of any and all premium pay.

#### **ARTICLE 24.00 INSTALLATION OF NEW AND REVISED JOB CLASSIFICATIONS**

- 24.01 When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union of the requirements and will discuss with the Union the rate of pay prior to the Company establishing the new classification, qualifications and rate of pay. The Union shall have thirty (30) days from the date of establishment in which to



challenge the rate of pay. If necessary, these matters are subject to the grievance procedure up to and including arbitration.

- 24.02** The Company has the right to determine the job classifications. Copies of job classifications shall be retained in the Regional Manager's office and shall be made available upon request. The current job classifications shall remain in effect during the term of this Agreement.

#### **ARTICLE 25.00 BEREAVEMENT LEAVE / JURY DUTY**

- 25.01** In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be spouse, domestic partners, children, stepchildren, parents, stepparents, brothers, sisters, half-brothers and half-sisters. In the event other members of the employee's family should die, the employee will be granted a maximum of two (2) scheduled workdays off with straight time pay to attend the funeral and tend to administrative details. Other members of the employees' family shall be brothers in law, sisters in law, sons in law, daughters in law, aunts, uncles, grandparents, grandchildren and spouse's parents. Pay for all such time shall be at the employees' base straight time rate. The Company may require reasonable proof of death under this Article.
- 25.02** The Company shall grant up to five (5) additional workdays off, without pay, in the event of the death of members of the employee's immediate family as defined in Section 1, at the employee's request, or the employee may use vacation or paid personal time for which they are eligible.
- 25.03** When an employee is summoned for jury duty, he will notify the Company as soon as possible and will not be required to work and will be excused for the entire day(s) he is required to report and be available. The employee shall be granted pay for his regular work shift; less any fee or other compensation paid to the employee by the court. Pay for such time lost shall be up to eight (8) hours per day and forty (40) hours per week. Payment shall not be for Jury Duty on scheduled days off or holidays. An employee must present to the Company a statement from an official of the court attesting to dates served; time served and fees paid before any jury duty payment will be made.
- 25.04** When an employee is subpoenaed by the District Attorney as a witness or victim of a crime, he shall notify the Company as soon as possible and be excused for the entire day(s) he is required to report and be available.

## **ARTICLE 26.00 WAGE RULES**

- 26.01** The Company shall pay the scale of wages included in "Appendix A" made a part hereof.
- 26.02** For the purpose of this Agreement, an employee's straight time hourly rate is defined as the employee's base rate as listed in Appendix A and any other such premiums agreed to as part of this Agreement.
- 26.03** Employees promoted or temporarily assigned to a job classification, assigned to a higher rate, shall receive the rate of the higher job classification or continue at their present rate, whichever is greater. Temporary assignments to a job classification assigned to a higher rate will be offered to the senior qualified employee. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.
- a. Employees temporarily assigned to a job classification, assigned a lower rate, shall continue to receive their present rate of pay.
- 26.04** Paychecks: If a paycheck is delayed by circumstances beyond the Company's control, paychecks will be made available at the earliest possible date.

## **ARTICLE 27.00 SAFETY / SAFETY EQUIPMENT**

- 27.01** It is the intent of the Company to maintain safe and healthy conditions as is necessary to protect employees from injury. It is the desire of the parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.
- 27.02** The Company will adhere to all of the state's Workers Compensation Laws as it applies to on the job illness/injury.
- 27.03** The Company will provide an employee immediate transportation at the time of the illness/injury from the job to the nearest appropriate facility and return to the job, or the employee's home if required. The employee will receive pay at the applicable hourly rate for the balance of his workday as if the illness/injury had never happened.
- 27.04** The Company shall make available foul weather gear (raincoats and pants) to those employees who are required to perform work outdoors. Any other protective clothing or safety equipment required by the Marines or Company shall be provided also.



- 27.05** Effective upon ratification: Employees are responsible for securing their tools and tool boxes in accordance with established company policies and procedures. In the event a tool and/or tool box is damaged or broken at work, the employee will first attempt to get the tool and/or tool box replaced under the manufactures warranty. In the event they are unsuccessful, the company will replace the broken or damaged tool and/or tool box with like kind.

Tools and/or tool boxes stored in the company approved secured area, if damaged or stolen will be replaced with like kind in accordance with the employee's tool inventory record on file with the company.

#### **ARTICLE 28.00 TEMPORARY ALTERNATE WORK**

- 28.01** The Company may provide a Temporary Alternate Work (TAW) program to Bargaining Unit employees who are unable to perform their normal work assignments due to an on-the-job illness/injury. The intent of which is to assist Bargaining Unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not to impede the recovery process of their illness or injuries, provided the Company has the work available and is able to accommodate the employee's medical restriction.
- 28.02** The treating physician of record may release an employee to a TAW assignment, if the Company has submitted a detailed job description of any proposed TAW assignment to the treating physician prior to commencement of a TAW assignment. The physician will consult with the employee and the Company to evaluate the TAW assignment and determine if the employee is capable of handling the assignment without further injury or impeding total recovery.
- 28.03** The TAW assignment may be Bargaining Unit or non-Bargaining Unit work. The employee will receive his standard contractual hourly wage and benefits regardless of work performed. The employee's start time will be in accordance with the Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority.
- 28.04** The Regional Manager and Supervisor will be notified of any employee's TAW status and will not take it upon themselves to alter that status, job description or work assignment. Additionally, the employee will be granted time off during working hours to continue follow-up medical treatment, therapy or doctor visits as may be required, directly related to the complete rehabilitation and recovery of the ill/injured employee.

## **ARTICLE 29.00 GENERAL**

- 29.01** Work rules will be maintained in a place available to all employees and will not be in violation of any provision of this Agreement.
- 29.02** The Company will provide Workers' Compensation Protection for all employees and will cooperate toward the prompt disposition of employee on-the-job illness/injury claims.
- 29.03** Employees sustaining a Workers' Compensation injury/illness, will remain on the seniority list and accrue benefits and seniority for the duration of the injury/illness, subject to the provisions of Article 7, Section 5(J).
- 29.04** The provisions of this Agreement shall be binding up on the Company and its successors, assigns or future purchases.
- 29.05** Should any provision of this Agreement be found invalid by enacted legislation or decree of a court, such invalidation shall not invalidate the remaining portions hereof and said remaining portions/provisions shall remain in full force and effect.
- 29.06** The Parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands with respect to any subject or matter and the agreements arrived at by the Parties are set forth in this Agreement. Therefore, the parties agree, for the life of this Agreement, that the other shall not be obligated to bargain collectively with respect to any subject matter covered by this Agreement or subject or matter not specifically referred to covered by this Agreement, even though such subject or matter may not have been known or contemplated by any of the parties at the time this Agreement was negotiated and signed.
- 29.07** The Company nor Union will not limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities or otherwise discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of race, religion, sex, age, national origin, veteran status, union membership, color or that prohibited by state, federal or municipal law, including the American's with Disability Act (ADA) and Family Medical Leave Act (FMLA).
- 29.08** Should the Company be required by an authorized court to deduct any garnishment for child support payments for the pay of any bargaining unit employee, the employee will be charged an administrative fee of \$4.00 per month, which will also be deducted from the employee's normal pay.



**ARTICLE 30.00 DURATION**

This Agreement will be in full force and effect from May 10, 2013 to and including May 9, 2016, and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by registered mail.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their authorized representative.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

International Association of Machinists  
and Aerospace Workers:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## APPENDIX A

### Wages

Classification	Current Rate	Effective 10/01/13 2.5%	Effective 10/01/14 2.5%	Effective 10/01/15 3.0%
Aircraft Mechanic MCAS Yuma	\$27.00	\$28.18**	\$28.88	\$29.75
Aircraft Mechanic MCAS Miramar	\$30.50	\$31.26	\$32.04	\$33.00

\*\* Includes \$0.50 Equity adjustment on 10/1/2013

Leads will be paid a premium of 10% per hour worked over the base rate of the highest classification they lead including their own. An employee who is asked to act as lead in the absence of a lead for a period in excess of four hours, will be paid the lead pay for the entire period for which they served as lead.

Ordinance – When the customer determines that the Aircraft Mechanic shall handle ordnance in addition to aircraft maintenance the Company and the Union will meet to negotiate an additional premium pay. The parties will be bound by the no-strike provisions of Article 16.



## Memorandum of Agreement #1

### Affordable Health Care Effects

If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty or other liability under the Patient Protection and Affordable Care Act and related agency guidance with respect to any employees covered by this agreement based on the current terms of the health plan offered to such employees, the parties to this Agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred.